

marcap

MarCap Corporation

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**EQUIPMENT LEASE SCHEDULE NO. 01**

This Equipment Lease Schedule is hereby made a part of Master Equipment Lease No. 05110104 dated as of January 6th, 2006, ("Lease") between MarCap Corporation ("Lessor") and Pennsylvania PET Associates, LLC ("Lessee"). All capitalized terms herein shall have the same meaning as such terms are defined in the Lease. To the extent the terms of this Equipment Lease Schedule may be inconsistent with the Lease, the terms of this Schedule shall control.

**Equipment**

(1) New Gemini GXL 16 Slice Pet/CT  
Leasehold Improvements

**Vendor**

Philips Medical Systems  
Various

All of the foregoing equipment, together with all parts and accessories therefore, all attachments, accessories and additions incorporated therein, attached thereto or used in connection therewith, all replacements and substitutions therefore and all income, proceeds and products thereof being collectively referred as the "Equipment".

Equipment Location: Pennsylvania Hospital, 800 Spruce Street, Philadelphia, PA 19107

Initial Term of Lease: The lesser of Fifty Four (54) Months, in Advance or the remaining term of the Pennsylvania PET Associates, L.L.C. Services Agreement dated October 30, 2002

Number of and Amount of Rental Payments: 54 at \$39,576.00, plus any applicable taxes

Estimated Total Cost of Equipment: \$1,942,500.00, plus any applicable taxes

**Additional Provisions**

**Fair Market Value Purchase Option:** Provided that no Event of Default or other event which, with notice or lapse of time or both, would become an Event of Default has occurred and is continuing under the Lease or any Schedule thereof; and provided Lessee has otherwise fully performed all of its obligations under the Lease and this Schedule, Lessee shall have the option to purchase all, but not less than all, of the Equipment identified on this Schedule at the end of the Initial Term of hereof on an "AS IS, WHERE IS, WITH ALL FAULTS" basis for a cash price equal to the Equipment's then Fair Market Value (plus any applicable sales tax) determined as of the end of the Initial Term of the Lease. Such purchase by Lessee shall be without recourse to Lessor or any warranty by Lessor, other than a warranty that the Equipment is free and clear of liens and encumbrances resulting by or through acts of Lessor. "Fair Market Value" shall mean a price equal to the amount of value that would be received in an arm's length retail transaction between an informed and willing buyer who is the end-user of such equipment and who is not a dealer, distributor, wholesaler or re-seller of such equipment, and an informed and willing seller under no compulsion to sell such equipment. Furthermore, in determining "Fair Market Value" (i) the Equipment is assumed to have been maintained and returned in the manner required by the Lease; (ii) the Equipment will be valued on an installed basis and (iii) the cost of removal from the Equipment's current location will not be included.

**Rental Adjustment:** All rentals provided for above are based upon the Prime rate as published in the Wall Street Journal as of October 28, 2005. Any increase in the Prime Rate prior to commencement of the lease will increase the monthly payments correspondingly. At Lease commencement, the payments will be fixed for the term of the lease.

SIGNATURE PAGE - EQUIPMENT-LEASE SCHEDULE NO. 01.

Dated as of the day and year first above written.

Lessee: Pennsylvania PET Associates, LLC  
(please print full legal name)

By: [Signature]  
(signature of duly authorized representative)

Print Name: Ronald Lissak

FEIN: \_\_\_\_\_

Title: Member

Address: 43 Leopard Road, Suite 200  
Papli, PA 19301

Telephone: 610-993-1640

Witness:

Signature: Mary Sigovich

Print Name: MARY SIGOVICH

Accepted by Lessor at Chicago, Illinois

MarCap Corporation

By: [Signature]  
Peter Myhre, President



via email: [rlissak@integralpet.com](mailto:rlissak@integralpet.com)

June 12, 2006

Mr. Ron Lissak  
Pennsylvania PET Associates, LLC  
43 Leopard Road, Suite 200  
Paoli, PA 19301

RE: Schedule No. 01 to Equipment Lease No. 05110104 dated as of January 6, 2006 (the "Agreement")

Dear Mr. Lissak:

This letter will amend the above referenced Agreement as follows:

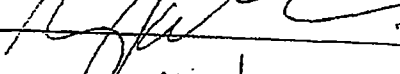
1. Due to the addition of progress interest accrued up to May 25, 2006, the Equipment Cost has been amended from \$1,942,500.00 to \$1,738,506.02.
2. Due to the above change in the Equipment Cost, the Rental amount has been amended to months 44 @ \$42,108.63 per month, plus applicable tax, commencing on May 25, 2006.

All other terms and conditions of the Agreement will remain in full force. As your acknowledgement of the above amendment, please sign in the space provided and return as soon as possible.

Sincerely,

*Anne Davenport*  
Anne Davenport  
Contract Administrator

Pennsylvania PET Associates, LLC

By:   
Title: member

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A member of The Marmon Group of companies